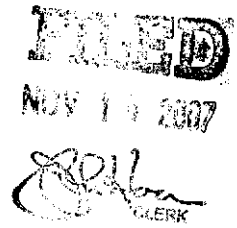


United States District Court
DISTRICT OF SOUTH DAKOTA
NORTHERN DIVISION



ESCO MFG., INC., a Corporation,

Plaintiff,

vs.

ADVANCE SIGN GROUP, LLC, a
Limited Liability Company; THE
WASSERSTROM CO., a Corporation;
THE WASSERSTROM GROUP, LLC,
a Limited Liability Company; and
HUNTINGTON BANCSHARES
FINANCIAL CORPORATION, a
Corporation,

Defendants.

CIV 07- 1024

NOTICE OF REMOVAL

**TO: THE JUDGE OF THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA, NORTHERN DIVISION:**

PLEASE TAKE NOTICE that the Defendants Advance Sign Group, LLC, Wasserstrom Group, LLC, Huntington Bancshares Financial Corporation, and The Wasserstrom Co., pursuant to 28 U.S. C. § 1441, give Notice of Removal of this case from the Third Judicial Circuit, Codington County, South Dakota, to the United States District Court for the District of South Dakota, Northern Division. In support of this removal, Defendants submit the following information:

1. On October 12, 2007, the Plaintiff, ESCO Mfg., Inc. ("ESCO") of Watertown, South Dakota, commenced a civil action in the Third Judicial Circuit,

Codington County, South Dakota, Civ. 07-997, against Advance, the Wasserstrom Co. (sic – an improper party), the Wasserstrom Group, LLC, and Huntington Bancshares Financial Corporation (a misidentified party).

2. The Complaint in this case alleges claims of breach of contract and quantum meruit against the Defendants. ESCO seeks damages in excess of \$75,000.

3. ESCO is, upon information and belief, an Arizona corporation, with its principal place of business in Watertown, South Dakota.

4. Advance Sign Group, LLC, is an Ohio limited liability company, with its principal place of business in Columbus, Ohio. It is a subsidiary of the Wasserstrom Group, LLC.

5. Wasserstrom Group, LLC, is an Ohio limited liability company, with its principal place of business in Columbus, Ohio.

6. The Wasserstrom Co. is wrongly joined as a party to this case. It has no affiliation with any of the Defendants, and had no role whatsoever in any dealings between the parties to this case. It is an Ohio corporation, with its principal place of business in Columbus, Ohio. It is misidentified as a party to this litigation.

7. Huntington Bancshares Financial Corporation is a Maryland corporation, with its principal place of business in Columbus, Ohio.

8. Advance was served with a Summons and Complaint in this case on or about October 16, 2007, through the office of the South Dakota Secretary of State.

9. According to the South Dakota Secretary of State, Huntington was also served with a Summons and Complaint on October 16, 2007, as were the Wasserstrom Group and the Wasserstrom Co.

10. No defendant has filed a responsive pleading or motion in this case, or otherwise made an appearance in the case.

11. This Court has original jurisdiction over this state court action under 28 U.S.C. § 1332, in that:

- a. Plaintiff ESCO is an Arizona corporation with its principal place of business in Watertown, South Dakota;
- b. Defendant Advance is an Ohio limited liability company with its principal place of business in Columbus, Ohio;
- c. Defendant Huntington is a Maryland corporation with its principal place of business in Columbus, Ohio;
- d. The Wasserstrom Group is an Ohio limited liability company with its principal place of business in Columbus, Ohio;
- e. The Wasserstrom Co. is an Ohio limited liability company with its principal place of business in Columbus, Ohio.
- f. There is complete diversity of citizenship between the Plaintiff and the Defendants; and
- g. The Plaintiff seeks recovery in this case of over \$75,000 based on the allegations in the Complaint.

12. All of the Defendants consent and join in to this removal, as provided by 28 U.S.C. § 1446(a).

13. As is clear from the information set forth above, the state court action is subject to removal pursuant to 28 U.S.C. § 1441. It is a civil action between citizens of

different states and in which the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

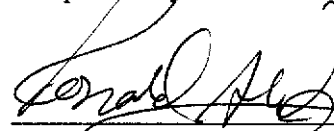
14. This Notice is filed pursuant to 28 U.S.C. § 1441, within the time limits prescribed by 28 U.S.C. § 1446(b).

15. After filing this Notice, the Defendants, pursuant to 28 U.S.C. § 1446(d), will promptly give written notice to ESCO and will file a copy of this Notice with the Third Judicial Circuit, Codington County, South Dakota.

16. Pursuant to 28 U.S.C. § 1446(a), the Defendants attach with this Notice a copy of the Complaint and Summons.

WHEREFORE, the Defendants hereby provide notice that this action is removed to the United States District Court for the District of South Dakota, Northern Division, pursuant to 28 U.S.C. §§ 1441 and 1446, and that the Third Judicial Circuit, Codington County, South Dakota, shall proceed no further therein unless this case is remanded.

Respectfully submitted,



Ronald A. Wager

Bantz, Gosch & Cremer, L.L.C.

305 Sixth Ave., S.E.

P.O. Box 970

Aberdeen, SD 57402

Phone: (605) 225-2232

Fax: (605) 225-2497

Attorney for Defendants

Advance Sign Group, LLC;

Wasserstrom Group, LLC;

Huntington Bancshares Financial

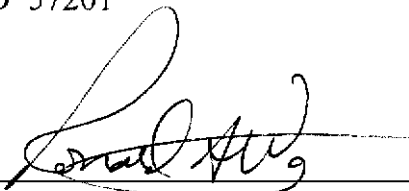
Corporation; and

The Wassertsom Co.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing was served by regular U.S. Mail, postage prepaid, this 14th day November, 2007, upon the following counsel of record:

Lee Schoenbeck
P.O. Box 1325
Watertown, SD 57201



Ronald A. Wager
Bantz, Gosch & Cremer, L.L.C.
305 Sixth Ave., S.E.
P.O. Box 970
Aberdeen, SD 57402
Phone: (605) 225-2232
Fax: (605) 225-2497
Attorney for Defendants
Advance Sign Group, LLC;
Wasserstrom Group, LLC;
Huntington Bancshares Financial
Corporation; and
The Wassertsom Co.

RECEIVED

STATE OF SOUTH DAKOTA *
COUNTY OF CODINGTON * :SS

IN CIRCUIT COURT OCT 16 2007
THIRD JUDICIAL CIRCUIT D. SEC. OF STATE

ESCO MFG, INC, a Corporation,

CIV. 07-

Plaintiff,

SUMMONS

vs.

ADVANCE SIGN GROUP, LLC, a
Limited Liability Company; THE
WASSERSTROM CO., a
Corporation; THE WASSERSTROM
GROUP, LLC, a Limited Liability
Company; and
HUNTINGTON BANCSHARES
FINANCIAL CORPORATION, a
Corporation,

Defendants.

Filed this 16th day of
OCT 2007
Chris Nelson
SECRETARY OF STATE

THE STATE OF SOUTH DAKOTA SENDS GREETINGS TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to serve upon Lee Schoenbeck, Plaintiff's attorney, whose address is P.O. Box 1325, Watertown, South Dakota, an Answer to the Complaint which is herewith served upon you and filed in the Codington County Clerk of Courts Office for the Third Judicial Circuit, Watertown, South Dakota. You must serve the Plaintiff's attorney with your Answer within thirty (30) days after the service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This action involves a breach of contract in Codington County, South Dakota.

DATED this 12th day of October 2007.

SCHOENBECK LAW

By:

LEE SCHOENBECK

Attorney for Plaintiff

PO Box 1325

Watertown, South Dakota 57201

(605) 886-0010

RECEIVED

OCT 16 2007

S.D. SEC. OF STATE

STATE OF SOUTH DAKOTA *
COUNTY OF CODINGTON :SS *

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

ESCO MFG, INC, a Corporation,

Plaintiff,

vs.

ADVANCE SIGN GROUP, LLC, a
Limited Liability Company; THE
WASSERSTROM CO., a
Corporation; THE WASSERSTROM
GROUP, LLC, a Limited Liability
Company; and
HUNTINGTON BANCSHARES
FINANCIAL CORPORATION, a
Corporation,

Defendants.

CIV. 07-

COMPLAINT

Filed this 16th day of
OCT, 2007
Chris Nelson
SECRETARY OF STATE

COMES NOW the Plaintiff, ESCO MFG, INC, by and through its attorney of
record, Lee Schoenbeck, and alleges as follows:

COUNT I – BREACH OF CONTRACT

1. ESCO MFG, INC. (hereinafter "Esco") is a corporation with its principal place of business in Watertown, Codington County, South Dakota.
2. Advance Sign Group, LLC, and The Wassterstrom Group, LLC, are limited liability companies, and The Wasserstrom Company is a corporation, all with their principal places of business in Columbus, Ohio, and all collections referred to hereinafter as "Advance Sign."
3. Huntington Bancshares Financial Corporation (hereinafter "Huntington") is a corporation that is registered in Columbus, Ohio.
4. Advance Sign entered into a contract with Esco for signs to be manufactured by Esco in South Dakota.
5. Advance Signs made partial payment on the signs.

6. The balance owing on the contract is \$95,994.54.
7. Esco has made demand for payment, which payment has not been made by Advance Sign.
8. Esco has already shipped many completed signs, which Defendants have the benefit and use of.
9. Many nearly completed signs remain in storage at Esco, pursuant to Defendants' notification to Esco to not ship these signs.
10. Esco is incurring storage charges for these signs, which charges should be the responsibility of Defendants.
11. Esco is entitled to prejudgment interest for the amounts billed and owing and the storage charges.

COUNT II – QUANTUM MERUIT

12. Esco realleges and incorporates by reference hereto all previous paragraphs as though they were fully set forth herein.
13. Upon information and belief, Plaintiff alleges that Huntington has had the use of the completed and shipped signs, for which Plaintiff has not been fully paid.
14. Huntington should paid the reasonable value of the signs that have been completed and shipped for their use.

WHEREFORE, Esco prays for judgment against Defendants in the amount of \$95,994.54, plus storage charges, plus prejudgment interest.

DATED this 12th day of October 2007.

SCHOENBECK LAW



LEE SCHOENBECK

Attorney for Plaintiff

PO Box 1325

Watertown, South Dakota 57201

(605) 886-0010

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY